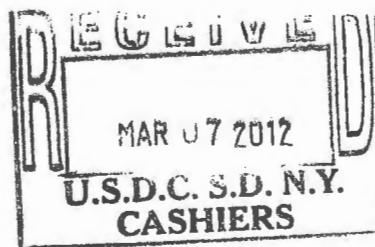


Scott A. Lucas
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Attorneys for Plaintiff Mimatech, Inc.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MIMATECH, INC.,

Plaintiff,

COMPLAINT

-against-

NATIXIS NORTH AMERICA, LLC,

Defendant.

-----X

Plaintiff Mimatech, Inc., by its attorneys, the Law Offices of Scott A. Lucas, alleges as follows for its Complaint against Natixis North America, LLC:

INTRODUCTION

1. This is a breach of contract action for the payment of not less than \$166,400 for the unexpired portion of a one-year contract that was impermissibly terminated by Defendant.

JURISDICTION & VENUE

2. This Court has diversity jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §1332, in that there is complete diversity between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

3. Venue is proper pursuant to 28 U.S.C. § 1391(a)(1), (2) and (3) based on Defendant's residence and the fact that the events giving rise to this claim occurred in this judicial district.

THE PARTIES

4. Plaintiff Mimatech, Inc. ("Plaintiff" or "Mimatech") is a New Jersey corporation whose principal place of business is 45 River Drive South, Suite 714, Jersey City, NJ 07310.

5. Mimatech is an information technology consulting company.

6. Upon information and belief, Defendant Natixis North America, LLC ("Defendant" or "Natixis") is a Delaware Limited Liability Company, with a principal place of business at 9 West 57th Street, 35th Floor, New York, New York 10019.

7. Natixis is a financial institution.

The Parties' Contract

8. Natixis was formed as the result of a merger of three companies.

9. After the merger, Natixis undertook what became known as the “Matisse Project” – a project to integrate three separate General Ledgers into a single General Ledger known as “Matisse GL”. The “Matisse Project” is referred to herein as “the Project”.

10. On or about May 1, 2011 the parties entered into a one-year contract, starting May 2, 2012, for Mimatech to provide specified services in connection with the Project at the rate of \$1,300 per day.

11. The parties' one-year contract consisted of a Statement of Work and Appendix A thereto, entitled Matisse Project Service Agreement. A true copy of the Statement of Work and Appendix A thereto (collectively, the “Contract”) is annexed hereto as Ex. “A”.

12. From May 2, 2011 through October 28, 2011, Mimatech worked on a daily basis performing assigned tasks in connection with the Project.

13. On October 4, 2011, Natixis informed Mimatech that October 28, 2011 would be Mimatech's last day on the Project. No reason was given by Natixis for terminating the Contract.

14. As of October 28, 2011, the Project, which was scheduled to last until May 2, 2011, was still far from complete.

15. On October 28, 2011, Mimatech transmitted a memo to Natixis protesting Natixis' premature termination of the parties' one-year Contract. *See* Ex. "B" hereto.

16. Natixis did not respond to Mimatech's October 28, 2011 memo protesting Natixis's premature termination of the parties' Contract.

17. Upon information and belief, Natixis used Mimatech to perform the more difficult tasks listed in the one-year Contract and then terminated the Contract prematurely.

18. Upon information and belief, terminating the Contract prematurely enabled Natixis to retain lower-paid consultants supplied through Division One Solutions, Inc. to work on the less complex tasks listed in the Contract.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

19. Mimatech repeats and realleges the allegations of paragraphs 1 through 18 as if set forth herein.

20. By its very nature, the implementation of the information technology infrastructure transformation, including analysis, ETL design, coding, testing and project coordination work designated in the Contract had to be performed each business day without interruption, until complete.

21. Said work was not complete by October 28, 2011, and, upon information and belief, would not be complete until at least May 2, 2012.

22. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired performed or continued to perform current state analysis in connection with the Project.

23. Upon information and belief, Natixis and/or one or more consultants it hired are still performing current state analysis for the Project.

24. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired conducted or continued to conduct impact analysis and changes to existing interfaces triggered by the Project implementation.

25. Upon information and belief, Natixis and/or one or more consultants it hired are still conducting impact analysis and changes to existing interfaces triggered by the Project implementation.

26. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired documented or continued to document required changes to GL applications interfaces in connection with the Project.

27. Upon information and belief, Natixis and/or one or more consultants it hired are still documenting required changes to GL applications interfaces in connection with the Project.

28. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired documented or continued to document required ETL changes in connection with the Project.

29. Upon information and belief, Natixis and/or one or more consultants it hired are still documenting required ETL changes in connection with the Project.

30. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired identified or continued to identify strategic data source for data domains in connection with the Project.

31. Upon information and belief, Natixis and/or one or more consultants it hired are still identifying strategic data source for data domains in connection with the Project.

32. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired conducted or continued to conduct analysis and document existing reporting requirements in connection with the Project.

33. Upon information and belief, Natixis and/or one or more consultants it hired are still conducting analysis and document existing reporting requirements in connection with the Project.

34. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired conducted or continued to conduct analysis and document future reporting requirements in connection with the Project.

35. Upon information and belief, Natixis and/or one or more consultants it hired are still conducting analysis and documenting future reporting requirements in connection with the Project.

36. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired defined or continued to define the conceptual data model in connection with the Project to support Natixis's reporting needs.

37. Upon information and belief, Natixis and/or one or more consultants it hired are still defining the conceptual model in connection with the Project to support Natixis's reporting needs.

38. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired defined or continued to define logical data models in connection with the Project to support Natixis's reporting needs.

39. Upon information and belief, Natixis and/or one or more consultants it hired are still defining logical data models in connection with the Project to support Natixis's reporting needs.

40. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired defined or continued to define physical data models in connection with the Project to support Natixis's reporting needs.

41. Upon information and belief, Natixis and/or one or more consultants it hired are still defining physical data models in connection with the Project to support Natixis's reporting needs.

42. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued ETL development in connection with the Project.

43. Upon information and belief, Natixis and/or one or more consultants it hired are still participating in ETL development in connection with the Project.

44. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued to participate in Project management and coordination.

45. Upon information and belief, Natixis and/or one or more consultants it hired are still participating in Project management and coordination.

46. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued to help identify dependencies for the Project.

47. Upon information and belief, Natixis and/or one or more consultants it hired are still helping to identify dependencies for the Project.

48. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued to help manage dependencies for the Project.

49. Upon information and belief, Natixis and/or one or more consultants it hired are still helping to manage dependencies for the Project.

50. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued taking steps to help ensure that

the Project is executed in accordance with company established software development life cycle (“SDLC”) processes and procedures including change management.

51. Upon information and belief, Natixis and/or one or more consultants it hired are still taking steps to help ensure that the Project is executed in accordance with company established SDLC processes and procedures.

52. Upon information and belief, after October 28, 2011 Natixis and/or one or more consultants it hired continued taking steps to help ensure that the Project is aligned with industry best practices.

53. Upon information and belief, Natixis and/or one or more consultants it hired are still taking steps to help ensure that the Project is aligned with industry best practices.

54. Mimatech performed its requisite obligations under the Contract at all times herein through October 28, 2011, and would have continued to do so through May 2, 2012 if Natixis had not prevented it from doing so.

55. There were 128 work days remaining on the parties’ one-year Contract as of the date it was prematurely terminated.

56. By reason of Natixis’ premature termination of the Contract, Mimatech has been and will be damaged in the amount of \$166,400.00 based on

the payments it would have received from Natixis had the Contract not been impermissibly terminated by Natixis prematurely.

57. Wherefore, Mimatech respectfully requests judgment in its favor in the amount of \$166,400, together with prejudgment interest and costs.

Dated: New York, New York
March 7, 2012

LAW OFFICES OF SCOTT A. LUCAS



By _____
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250 Park Avenue
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New York, New York 10177
(212) 983-6000
Attorneys for Plaintiff Mimatech, Inc.

EXHIBIT A

STATEMENT OF WORK

1. Natixis North America LLC ("Client") and Mimatech, Inc ("Vendor") are parties to a Services Agreement (Appendix A attached hereto), dated April 15, 2011 which describes the terms and conditions under which Consultant will provide Vendor with certain Services.

2. Accordingly, Client and Vendor agree as follows:

DESCRIPTION OF PROJECT OR SERVICES ("Services"):

GL Integration to Paris Matisse GL

CONTRACT TERMS:

On or about Date May 1, 2011 and end on or about Date May 1, 2012

FEES & EXPENSES:

Vendor will bill Client \$1,300/day for every day worked by consultant on bi-weekly basis.

CONSULTANT(S) ASSIGNED TO PROJECT:

Pauline Tykochinsky

NATIXIS NORTH AMERICA LLC

By: Jerome Jaroussie
Name: Chief Information Officer
Title: NATIXIS
Date: 4/15/2011

Mimatech, Inc.

By: Mimatech, Inc
Name: Pauline Tykochinsky
Title: Consultant, Co-founder
Date: April 15, 2011

APPENDIX A

MATISSE PROJECT SERVICE AGREEMENT

The objective of Matisse project is to integrate three separate General Ledgers into one Paris hosted General Ledger called Matisse GL. Potential benefits of using new integrated GL platform are:

- Eliminate manual reconciliation between existing GL systems
- Streamline existing business processes associated with core back office functions such as P&L Calculation, Finance and Risk.
- Create integrated data platform to support existing and future business requirement across lines of business, as well as across the regions.
- Enable consistent enterprise-wide reporting capabilities; provide senior management with single version of truth at various levels of granularity including position, account, book, subledger etc.
- Insure the usage of strategic reference and market data sources across the organization
- Employ a consistent inter-business yardstick for performance measurement and analysis of P&L and Risk
- Provide better support for regulatory compliance reporting

During this engagement, Mimatch resources will augment Natixis IT staff to assist with GL project implementation in the following areas:

- Conduct current state analysis. Document the findings.
- Conduct impact analysis and changes to existing interfaces triggered by Matisse implementation.
- Document required changes to GL applications interfaces.
- Document required ETL changes.
- Identifying strategic data source for every data domain.
- Conduct analysis and document existing and future reporting requirements.
- Define Conceptual, Logical and Physical model to support Client's reporting needs
- ETL development.
- Project management and coordination, help to identify and manage dependencies for this project.
- Insure that project is executed in accordance with company established SDLC processes and procedures and aligned with industry best practice.



EXHIBIT B

Pauline Tykochinsky
Principal

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www.webaddress.com

Mimatech Inc.

RE Termination of the contract between Natixis North America and Mimatech Inc

Dear Mr

On 10/04/11 Ms. Symczak communicated to me that Oct 28th would be my last day as a consultant on the GL Integration to Paris Matisse GL project. I believe the decision to prematurely terminate the contract is wrong for the following reasons:

1. The term of the SOW (between Natixis North America and Mimatech Inc) is set as 1 (one year).
2. In all prior communications (starting 01/31/11 and up to 10/4/11) regarding the term of the above engagement, Ms. Symczak has clearly communicated to me the length of Mimatech's involvement with Pauline Tykochinsky as assigned consultant to the project in the GL Integration to Paris Matisse GL as 1+ year, i.e. 12 to 18 months.
3. All Mimatech deliverables are marked as 100% complete based on available functional specifications as reflected in the current project plan. Mimatech has rendered professional quality services that conformed to generally accepted industry practices.

I do not agree with the above termination and respectfully request that Natixis North America honor its contractual obligations and allow Mimatech with assigned consultant Pauline Tykochinsky to continue augment Natixis IT staff to assist with GL project implementation.

Respectfully,
Pauline Tykochinsky
Principal,
Mimatech, Inc

10/28/2011